

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Robbins Acquisition, LLC		11/30/2007	LIMITED LIABILITY COMPANY: ALABAMA

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	191 Peachtree Street
Internal Address:	38th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	Banking Corporation: ALABAMA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1483426	THE SURE CURE
Registration Number:	1585655	INNER-LOPE
Registration Number:	2107412	HOOVER-HANES
Registration Number:	2478497	CUSTOMIX
Registration Number:	2856855	ACCU-FIT CMT
Registration Number:	2939519	R ROBBINS LLC

CORRESPONDENCE DATA

Fax Number: (404)572-5128

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-572-4786

Email: epolak@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 1180 Peachtree St.

Address Line 2: ATTN: Gerald T. Woods

TRADEMARK

REEL: 003760 FRAME: 0191

900104191

CH \$165.00 1483426

Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER: 02532.009019

NAME OF SUBMITTER: Gerald T. Woods

Signature: /Gerald T. Woods/

Date: 04/15/2008

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 30, 2007, is made by ROBBINS ACQUISITION, LLC, an Alabama limited liability company (the "Company") to and in favor of REGIONS BANK, an Alabama banking corporation ("Lender"), pursuant to that certain Loan and Security Agreement, dated as of even date herewith, among the Company, as a Borrower thereunder, any other Borrower party thereto, and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Loan Agreement).

WITNESSETH:

RECITALS.

E. The Company owns and uses certain Trademarks (as hereinafter defined) as listed on Schedule I attached hereto and by reference made part hereof; and

F. The Lender proposes to make certain loans to the Company pursuant to the Loan Agreement; and

G. Pursuant to the Loan Agreement, the Company has granted to the Lender a security interest in, the property described therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

H. As a condition precedent to the extension of such financial accommodations pursuant to the Loan Agreement and in furtherance of the Loan Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender have required that the Company grant to the Lender a security interest in the Property (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks of the United States of America, including, without limitation, any Trademark in Schedule I attached hereto.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants a security interest to the Lender in all of the Company's right, title and

interest in, to and under the following (collectively, the "Property"): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; and (b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule I hereto.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in the Property granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Loan Agreement. At any time and from time to time prior to such termination, the Lender may terminate its security interest in any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Lender shall, at the expense of the Company, execute and deliver to the Company all instruments as necessary in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Loan Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Security Agreement with respect to such new Trademark. The Company authorizes the Lender to modify this Agreement by amending Schedule 1 to include any future Trademarks (and Trademark applications) covered by Section 2 or by this Section 5.

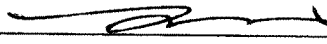
6. The Company further agrees that (a) Lender shall not have any obligation or responsibility to protect or defend the Property and the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Loan Agreement, (b) the Company shall forthwith advise the Lender promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Lender may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Lender for all reasonable expenses, including reasonable attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Property.

7. This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia, except to the extent that perfection (and the effect of perfection and nonperfection) and certain remedies may be governed by the laws of any jurisdiction other than the State of Georgia.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

"COMPANY"

ROBBINS ACQUISITION, LLC

By: 
Name: Jeffrey Vincent
Title: Vice President

Signature Page to Trademark Security Agreement

SCHEDULE I

REGISTERED U.S. TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION NO.</u>
THE SURE CURE	1,483,426
INNER-LOPE	1,585,655
HOOVER-HANES	2,107,412
CUSTOMIX	2,478,497
ACCU-FIT CMT	2,856,855
Robbins LLC (Stylized)	2,939,519